

**Bayzed Health Group Inc**

**佰澤醫療集團**

*(Incorporated under the laws of the Cayman Islands with limited liability)*

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**POST-IPO SHARE OPTION SCHEME**

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Conditionally adopted by a resolution of the shareholders of  
the Company on August 8, 2023 and amended by the board of directors of the Company  
with effect from June 23, 2025

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**佰澤醫療集團**  
*(Incorporated under the laws of the Cayman Islands with limited liability)*

**1. DEFINITIONS**

- (1) In this Scheme, unless the context otherwise requires, the following expressions have the following meanings:

|                         |   |
|-------------------------|---|
| “Adoption Date”         | August 8, 2023, the date on which the share Option scheme (股票期權計劃) was conditionally adopted by resolutions of the shareholders;  |
| “associate”             | has the meaning ascribed to it under the Listing Rules;   |
| “associated company”    | in relation to a company, any body corporate or other entity whose results are recorded in that company’s financial statements using the equity method of accounting;   |
| “Auditor”               | the auditor of the Company for the time being;  |
| “Board”                 | at any time the board of Directors of the Company;  |
| “Business Day”          | has the meaning ascribed to it under the Listing Rules;   |
| “chief executive”       | has the meaning ascribed to it under the Listing Rules;   |
| “close associate”       | has the meaning ascribed to it under the Listing Rules;   |
| “Company”               | Bayzed Health Group Inc (佰澤醫療集團), a company incorporated under the laws of the Cayman Islands with limited liability, the securities of which are proposed to be listed on the Main Board of the Stock Exchange;  |
| “connected person”      | has the meaning ascribed to it under the Listing Rules;   |
| “core connected person” | has the meaning ascribed to it under the Listing Rules;   |
| “Date of Grant”         | in respect of an Option and unless otherwise specified in the letter of grant, the Business Day on which the Board resolves to make an Offer to a Participant, whether or not the Offer is subject to Shareholders’ approval on the terms of this Scheme;           |
| “Director(s)”           | the director(s) of the Company;   |
| “Eligible Participant”  | any director and employee of the Company or any of the subsidiaries of the Company (including persons who are granted Options under the Scheme as an inducement to enter into employment contracts with the Company and/or any of the subsidiaries of the Company); |
| “FAQ”                   | the “Frequently asked questions on adjustments of the exercise price of share Options” (FAQ No. 072-2020) on Rule 17.03(13) of the Listing Rules released by the Stock Exchange on 6 November 2020 and updated in January 2023;                                     |
| “IPO”                   | The initial public offering of Shares of the Company on the Stock Exchange;   |

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|--|---|
| “Listing Date”                             | the date on which dealings in the Shares first commence on the Stock Exchange;  |
| “Listing Rules”                            | the Rules Governing the Listing of Securities on the Stock Exchange;  |
| “Grantee”                                  | any Participant who accepts an Offer in accordance with the terms of this Scheme or (where the context so permits);   |
| “Group”                                    | the Company and its Subsidiaries;   |
| “HK\$”                                     | Hong Kong dollars, the lawful currency of Hong Kong;  |
| “Hong Kong”                                | the Hong Kong Special Administrative Region of the People’s Republic of China;  |
| “Individual Limit”                         | the meaning ascribed thereto in paragraph 5.(2);  |
| “Offer”                                    | the offer of the grant of an Option made in accordance with the terms of this Scheme;   |
| “Option”                                   | an option to subscribe for Shares granted pursuant to this Scheme and for the time being subsisting;  |
| “Option Period”                            | in respect of any Option, an Option may be exercised in accordance with the terms of the Scheme at any time after the date upon which the Option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an Option may be exercised will be determined by the Board in its absolute discretion, save that no Option may be exercised more than ten years after it has been granted. No Option may be granted more than ten years after the Listing Date; |
| “Remuneration Committee”                   | remuneration committee as set up by the Board;  |
| “Overall Coordinator”                      | has the meaning ascribed to it in the Prospectus;   |
| “Prospectus”                               | The prospectus of the Company in relation to the initial public offering of Shares of the Company on the Stock Exchange;  |
| “Scheme” or “Post-IPO Share Option Scheme” | this post-IPO share Option scheme in its present form or as amended from time to time in accordance with the provisions hereof;   |
| “Scheme Limit”                             | the maximum number of Shares in respect of which Options and awards may be granted under the Scheme and any other share schemes of the Company must not in aggregate exceed 98,130,435 ordinary Shares in the share capital of the Company, which shall not in aggregate exceed 10% of the total number of Shares in issue immediately following the completion of the Global Offering;   |
| “Shareholders(s)”                          | holder(s) of the Shares;  |
| “Shares”                                   | ordinary share(s) with a par value of USD0.00001 each in the share capital of the Company;  |
| “share scheme”                             | has the meaning ascribed to it under the Listing Rules;   |

|                           |   |
|---------------------------|---|
| “Sole Sponsor”            | has the meaning ascribed to it in the Prospectus;   |
| “Stock Exchange”          | The Stock Exchange of Hong Kong Limited;  |
| “Subscription Price”      | the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph 7;   |
| “Subsidiary”              | a company which is for the time being and from time to time a subsidiary undertaking (within the meaning of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere and “Subsidiaries” shall be construed accordingly; |
| “substantial shareholder” | has the meaning ascribed to it under the Listing Rules;   |
| “Underwriter”             | has the meaning ascribed to it in the Prospectus; and   |
| “Underwriting Agreement”  | has the meaning ascribed to it in the Prospectus.   |

- (2) Paragraph headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Scheme. References herein to “paragraphs” are to paragraphs of this Scheme. Words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter, and references to persons include bodies corporate or unincorporate.
- (3) References in this Scheme to any document are to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- (4) References (express or implied) in this Scheme to ordinances and to statutory and regulatory provisions and the Listing Rules shall be construed as references to those ordinances or statutory and regulatory provisions and the Listing Rules as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the Adoption Date) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any orders, regulations, instruments, other subordinate legislation or practice notes under the relevant ordinance, statutory or regulatory provision or the Listing Rules.
- (5) In construing this Scheme:
  - (i) the rule known as the ejusdem generis rule shall not apply and, accordingly, general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
  - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

## 2. PURPOSE OF THE SCHEME

- (1) This Scheme is a share incentive scheme prepared in accordance with Chapter 17 of the Listing Rules and is established to recognize and acknowledge the contributions that the Eligible Participants had or may have made to the Group. The Scheme will provide the Eligible Participants an opportunity acquire a proprietary interest in the Company with the view to achieving the following objectives:

17.03(1)

- (i) motivate the Eligible Participants to optimize their performance efficiency for the benefit of the Group; and
  - (ii) attract and retain the Eligible Participants whose contributions are or will be beneficial to the long-term growth of the Group.
- (2) This Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to this Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties.
- (3) The Option may be exercised in accordance with the terms of this Scheme at any time after the date upon which the Option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an Option may be exercised will be determined by the Board in its absolute discretion, save that no Option may be exercised more than 10 years after it has been granted. No Option may be granted more than 10 years after the Listing Date. Subject to earlier termination by the Shareholders in general meeting or by the Board, the Scheme shall be valid and effective for a period of 10 years from the Listing Date.

### **3. CONDITIONS OF THE SCHEME**

- (1) The Scheme shall take effect subject to and is conditional on:
  - (i) the passing of the necessary resolutions by the Shareholders to approve and adopt the rules of the Scheme;
  - (ii) the Stock Exchange granting the approval for the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of Options to be granted under the Scheme;
  - (iii) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional (including, if relevant, as a result of the waiver(s) of any such condition(s)) by the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters) and not being terminated in accordance with the terms of the Underwriting Agreements or otherwise; and
  - (iv) the commencement of dealings in the Shares on the Stock Exchange.
- (2) If the conditions in this paragraph 2.(2) are not satisfied within twelve calendar months from the effective date of this Scheme:
  - (A) the Scheme shall forthwith determine;
  - (B) any award granted or agreed to be granted pursuant to the Scheme and any offer of such a grant shall be of no effect; and
  - (C) no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Scheme or any award granted thereunder.

### **4. NUMBER OF SHARES AVAILABLE FOR GRANT**

- (1) The maximum number of Shares in respect of which Options and awards may be granted under the Scheme and any other share schemes of the Company must not in aggregate exceed 98,130,435 Shares, which shall not in aggregate exceed 10% of the total number of Shares in issue immediately following the completion of the Global Offering. The Company may either

issue new Shares or transfer Treasury Shares to the relevant Grantee to satisfy the awards upon exercise of the Options granted under the Scheme. As of the date on which any proposed grant of Options is offered in writing to an eligible participant (which must be a Business Day) under the Scheme, the available number of Shares in respect of which Options may be granted is the Scheme Limit less the aggregate of the following:

- (i) the number of Shares which would be issued (including Treasury Shares which would be transferred) upon the exercise in full of the Options under the Scheme or any other share schemes of the Company or pursuant to any awards granted under any other share schemes of the Company but not canceled or exercised;
  - (ii) the number of Shares which have been issued (including Treasury Shares which have been transferred) upon the exercise of any Options under the Scheme or under any other share schemes of the Company or pursuant to any awards granted under any other share schemes of the Company; and
  - (iii) the number of those Shares which were the subject of Options or awards which had been granted and accepted under the Scheme or any other share schemes of the Company but subsequently canceled.
- (2) Subject to the approval of the Shareholders in general meeting in compliance with Rules 17.03C(1) and 17.03C(2) of the Listing Rules and/or such other requirements prescribed under the Listing Rules from time to time, the Board may refresh the Scheme Limit from time to time (the “**New Scheme Limit**”) as of the date of the approval by the Shareholders in general meeting (the “**New Approval Date**”). Any refreshment within any three-year period from the date of the Shareholders’ approval for the last refreshment (or from the effective date of the Scheme, being the Listing Date) must be approved by the Shareholders subject to the following provisions:
- (i) any Controlling Shareholders and their associates (or if there is no Controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of the Company and their respective associates) abstaining from voting in favor of the relevant resolution at the general meeting of the Company; and
  - (ii) the Company must comply with the requirements under Rules 13.39(6) and (7), 13.40, 13.41 and 13.42 of the Listing Rules,

and thereafter, as of the date on which any proposed grant of Options is made under the Scheme, the available number of Shares in respect of which Options may be granted is the New Scheme Limit less the aggregate of the following:

- (A) the number of Shares which would be issued (including Treasury Shares which would be transferred) upon the exercise in full of the Options under the Scheme or any other share schemes of the Company or pursuant to any awards granted under any other share schemes of the Company granted on or after the New Approval Date but not canceled or exercised;
- (B) the number of Shares which have been issued (including Treasury Shares which have been transferred) upon the exercise of any Options under the Scheme or any other share schemes of the Company or pursuant to any awards granted under any other share schemes of the Company granted on or after the New Approval Date; and
- (C) the number of those Shares which were the subject of Options or awards which had been granted on or after the New Approval Date and accepted under the Scheme or any other share schemes of the Company but subsequently canceled.

- (3) Subject to the approval of the Shareholders in general meeting in compliance with Rule 17.03C(3) of the Listing Rules and/or such other requirements as prescribed under the Listing Rules from time to time, the Board may grant Options exceeding the Scheme Limit to eligible participants specifically identified by the Board.
- (4) The Scheme Limit shall be adjusted, in such manner as the auditors of the Company or an approved independent financial advisor shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with paragraph 18 below whether by way of capitalization issue, rights issue, sub-division or consolidation of shares or reduction of the share capital of the Company.

## **5. MAXIMUM NUMBER OF OPTIONS TO ANY ONE INDIVIDUAL**

- (1) The Board shall, subject to and in accordance with the provisions of the Scheme and the Listing Rules, be entitled to but shall not be bound, at any time on any Business Day during the Scheme Period (as defined in paragraph 8 below) offer to grant an Option to any eligible participant whom the Board may in its absolute discretion select and subject to such conditions (including, without limitation, the vesting period and/or any performance targets as assessed in accordance with the performance measures set out in paragraph 6.(4) below during a specified performance period which must be achieved before an Option can be exercised) as it may think fit.
- (2) If the Board determines to offer Options under the Scheme to an eligible participant which, when aggregated with any Shares issued or to be issued in respect of all Options or awards granted to that person (excluding any Options or awards lapsed in accordance with the terms of the relevant schemes) under the Scheme and the other share schemes of the Company in any 12-month period up to and including the date of such Offer, exceed 1% of the number of Shares in issue (excluding Treasury Shares) on the Offer Date:
  - (i) the grant shall be subject to (a) the issue of a circular by the Company to the Shareholders which shall comply with Rules 17.03D and 17.06 of the Listing Rules and/or such other requirements as prescribed under the Listing Rules from time to time; and (b) the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time with such participant and his/her close associates (or his/her associates if the eligible participant is a connected person) abstaining from voting; and
  - (ii) unless provided otherwise in the Listing Rules, the date of the Board meeting at which the Board resolves to grant the proposed Options to such participant shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares.
- (3) The Board shall forward to such participant an Offer document in such form as the Board may from time to time determine (or, alternatively, documents accompanying the Offer document which state), among others:
  - (A) the eligible participant's name, address and occupation;
  - (B) the date on which the grant of Options is made;
  - (C) the date upon which an Offer for an Option must be accepted;
  - (D) the date upon which an Option is deemed to be granted and accepted in accordance with paragraph (c) above;
  - (E) the number of Shares in respect of which the Option is offered;



- (F) the subscription price and the manner of payment of such price including cash, net settlement (including broker-assisted cashless exercise) or any combination thereof for the Shares on and in consequence of the exercise of the Option;
- (G) the date of expiry of the Option as may be determined by the Board;
- (H) the method of acceptance of the Option which shall, unless the Board otherwise determines, be as set out in paragraph 6.(2); and
- (I) such other terms and conditions (including, without limitation, the vesting period and/or any performance targets as assessed in accordance with the performance measures set out in paragraph 6.(4) below during a specified performance period which must be achieved before the Option can be exercised) relating to the Offer of the Option which in the opinion of the Board are fair and reasonable but not being inconsistent with the Scheme and the Listing Rules.

## **6. GRANT OF OPTIONS**

### **(1) Eligible Participants of the Scheme**

The Board may, at its discretion, offer to grant an Option to any director and employee of the Company or any of the Subsidiaries (including persons who are granted options under the Scheme as an inducement to enter into employment contracts with the Company and/or any of the Subsidiaries) to subscribe for such number of new Shares as the Board may determine at an exercise price determined in accordance with paragraph 7 below.

### **(2) Acceptance of an Offer of Options**

- (i) An Option shall be deemed to have been granted and accepted by the Grantee and to have taken effect when the duplicate Offer document constituting acceptance of the Option duly signed by the Grantee, together with a remittance in favor of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company on or before the relevant acceptance date. Such remittance or payment shall in no circumstances be refundable. Any Offer to grant an Option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate Offer document constituting acceptance of the Option. To the extent that the Offer to grant an Option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.
- (ii) Subject to paragraphs 10, 11, 12, 13, and 14, an Option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the Grantee by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance or payment for the full amount of the exercise price for the Shares in respect of which the notice is given. Within 21 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate by the auditors to the Company or the approved independent financial advisor as the case may be pursuant to paragraph 18, the Company shall allot and issue the relevant number of Shares to the Grantee credited as fully paid and issue to the Grantee certificates in respect of the Shares so allotted.

(3) Vesting period

The vesting period of any Options shall be determined in the grant letter as required by the Listing Rules.

(4) Performance targets

A Grantee may be required to achieve any performance targets as the Board may then specify in the grant before any Options granted under the Scheme can be vested. The performance targets shall be assessed in accordance with any one or more of the following corporate-wide or subsidiary, division, operating unit, line of business, project, geographical or individual performance measures during a specified performance period, including but not limited to: cash flow; earnings; earnings per share; market value added or economic value added; profits; return on assets; return on equity; return on investment; sales; revenue; share price; total shareholders' return; customer satisfaction metrics; and such other goals as the Board may determine from time to time. Each goal may be expressed on an absolute and/or relative basis, may be based on or otherwise employ comparisons based on internal targets, the past performance of the Company and/or the past or current performance of other companies, and in the case of earnings-based measures, may use or employ comparisons relating to capital, shareholders' equity and/or shares outstanding, investments or to assets or net assets. The Board may, in its sole discretion, amend or adjust the performance measures and establish any special rules and conditions to which the performance measures shall be subject at any time.

(5) Restrictions on the time of grant of Options

A grant of Options shall not be made after inside information has come to the knowledge of the Company until it has announced such inside information pursuant to the requirements of the Listing Rules and Part XIVA of the SFO. In particular, no Options may be granted during the period commencing 30 days immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the annual results or the results for half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for the Company to publish an announcement of the annual results or the results for half-year, quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of actual publication of the results for such year, half-year, quarterly or interim period (as the case may be) and where an Option is granted to a Director, no Options shall be granted:

- (A) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (B) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

(6) Granting Options to a director, chief executive or substantial shareholder of the Company or any of their respective associates

Any grant of Options to a director, chief executive or substantial shareholder (as defined in the Listing Rules) of the Company or any of their respective associates (as defined in the Listing Rules) is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the Grantee of the Options). If the Board proposes to grant Options to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued in respect of all Options and awards granted to such person under the Scheme or other share schemes of the Company (excluding any Options and awards lapsed in accordance with the terms of such schemes) in the 12-month period up to and including the date on which the grant is made representing in aggregate over 0.1%, or such other percentage as may be from time to time provided under the Listing Rules, of the Shares in issue (excluding Treasury Shares) on such date on which the grant is made, such further grant of Options will be subject to, in addition to the abovementioned approval of the independent non-executive Directors, the approval of the Shareholders in general meeting in accordance with Rule 17.04(4) of the Listing Rules and/or such other requirements prescribed under the Listing Rules from time to time. The Company must also send a circular to the Shareholders, which shall contain the following information:

Note (2) to  
17.04(5)(d)

- (i) the details of the number and terms (including the information required under Rules 17.03(5) to 17.03(10) and Rule 17.03(19) of the Listing Rules) of the Options to be granted to each selected participant, which must be fixed before the Shareholders' meeting, and the date on which the grant is made. For the purpose of calculating the exercise price of the Options to be granted under Rule 17.03E of the Listing Rules, the date of the Board meeting at which the Board proposes to grant the proposed Options to such participant is to be taken as the date of grant;
- (ii) the views of the independent non-executive Directors (excluding any independent non-executive Director who is the Grantee of the Options) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and the Shareholders as a whole, and their recommendation to the independent Shareholders as to voting;
- (iii) the information required under Rule 17.02(2)(c) of the Listing Rules; and
- (iv) the information required under Rule 2.17 of the Listing Rules.

## **7. SUBSCRIPTION PRICE**

- (1) Subject to any adjustments made as described in paragraph 18 below, the Subscription Price of a Share in respect of any particular Option granted under the Scheme shall be such price as the Board in its absolute discretion shall determine, save that such price must be at least the higher of:
  - (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant, which must be a Business Day; and
  - (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the date on which the grant of Options is made.

## **8. EXERCISE OF OPTIONS**

- (1) **Time of exercise of Option and duration of the Scheme**

An Option may be exercised in accordance with the terms of the Scheme at any time after the date upon which the Option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an Option may be exercised will be determined by the Board in its absolute discretion, save that no Option may be exercised more than 10 years after it has been granted. No Option may be granted more than 10 years after the Listing Date. Subject to earlier termination by the Company in general meeting or by the Board, the Scheme shall be valid and effective for a period of 10 years from the Listing Date.

## **9. RIGHTS ARE PERSONAL TO GRANTEE**

- (1) An Option shall be personal to the Grantee to whom it is made and shall not be assignable nor transferable, and no Grantee shall in any way sell, transfer, charge, mortgage, encumber, or otherwise dispose of or create any interest whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do, save for the situation set out in the sub-paragraph below.
- (2) Where (i) the Board has expressly consented in writing (which consent may or may not be given by the Board at its absolute discretion), and (ii) the Stock Exchange has given an express waiver to allow a transfer to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (including but not limited to for estate planning or tax planning purposes) that would continue to meet the purpose of the Scheme and comply with other requirements of the Listing Rules, the Grantee may be allowed to designate the recipient of or transfer such Option(s) granted to and held by him/her to a vehicle (“**Participant Vehicle**”) (such as a trust or a private company) nominated by such Grantee for the benefit of the Grantee and any of his/her family members (e.g. for estate planning or tax planning purposes or such other purposes as the Board and the Stock Exchange consider to be justifiable) that would continue to meet the purpose of Scheme and comply with other requirements of the provisions under Chapter 17 of the Listing Rules. In connection with the application for the above consent from the Board and the above waiver from the Stock Exchange, the Grantee shall provide the Company with information on the beneficiaries or discretionary objects of such trust or the ultimate beneficial owners of such Participant Vehicle, evidence of such trust arrangement between the Grantee and the proposed Participant Vehicle and such other information as may be required by the Board or the Stock Exchange, and the Grantee shall also consent to the disclosure of such information in any public disclosure of the Company (including announcement, circular, and/or report to be published by the Company). The Participant Vehicle shall comply with all provisions of the Scheme, which shall apply *mutatis mutandis* to the Participant Vehicle.
- (3) The Company may, after having reasonably satisfied itself that the Grantee has committed or attempted to commit a breach of the above paragraph, forthwith revoke any Option granted to such Grantee (to the extent not already exercised, whether vested or unvested) by notice. Such revocation notice shall be final and binding on such Grantee and the Grantee shall not be entitled to claim any loss or damages against the Company, its officers and/or members of the Board or any of the foregoing for such revocation provided that the Company has acted in good faith.

## **10. RIGHTS ON CEASING EMPLOYMENT OR DEATH**

- (1) If the Grantee of an Option ceases to be an employee of the Company or any of the subsidiaries:
  - (i) by any reason other than death, ill-health, injury, disability or termination of his/her employment on the grounds specified in paragraph 11 below, the Grantee may exercise

the Option up to the entitlement of the Grantee as of the date of cessation (to the extent not already exercised) within a period of one month from such cessation, which date shall be the last actual working day with the Company or the relevant subsidiary whether salary is paid in lieu of notice or not; or

- (ii) by reason of death, ill-health, injury or disability, his/her personal representative(s) may exercise the Option within a period of 12 months from the date of cessation of being an eligible participant or death to exercise the Option in full (to the extent not already exercised), failing which it will lapse.

## **11. RIGHTS ON DISMISSAL**

If the Grantee of an Option ceases to be an employee of the Company or any of the subsidiaries on the grounds that (i) he/she has been guilty of serious misconduct, or in relation to an employee of the Group (if so determined by the Board) on any other ground on which an employee would be entitled to terminate his/her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Group, or has been convicted of any criminal offense involving his/her integrity or honesty, (ii) his/her fails to achieve any performance targets as agreed in the grant; (iii) his/her employer terminating his contract of employment in accordance with its terms or any right conferred on his employer by law; or (iv) his/her contract of employment, being a contract for a fixed term, expiring and not being renewed, his/her Option will lapse and not be exercisable after the date of termination of his/her employment.

## **12. RIGHTS ON VOLUNTARY RESIGNATION**

If the Grantee of an Option ceases to be an employee of the Company or any of the subsidiaries by reason of his/her voluntary resignation (other than in circumstances where he is constructively dismissed), any outstanding Offer of Options will lapse, and his/her Options (to the extent vested but not already exercised) will continue to be exercisable within six months after his/her employment termination date, as the Board may determine at its absolute discretion and notify to such employee on the date of his/her cessation of employment.

## **13. RIGHTS ON TAKEOVER**

If a general Offer is made to all of the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Code)) and such offer becomes or is declared unconditional during the Option period of the relevant Option, the Grantee of an Option shall be entitled to exercise the Option in full (to the extent not already exercised) at any time within 14 days after the date on which the Offer becomes or is declared unconditional.

## **14. RIGHTS ON WINDING-UP**

In the event a notice is given by the Company to the members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind up the Company, the Company shall forthwith give notice thereof to all Grantees and thereupon, each Grantee (or his/her legal personal representative(s)) shall be entitled to exercise all or any of his/her Options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of the Company referred to above by giving notice in writing to the Company, accompanied by a remittance or payment for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the Grantee credited as fully paid and register the Grantee as holder thereof.

## **15. RIGHTS ON COMPROMISE OR ARRANGMENT BETWEEN THE COMPANY AND THE COMPANY'S MEMBERS AND CREDITORS**

If a compromise or arrangement between the Company and the members or creditors is proposed for the purposes of a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice to all the Grantees of the Options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement and any Grantee may by notice in writing to the Company accompanied by a remittance or payment for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given (such notice to be received by the Company not later than two business days prior to the proposed meeting), exercise the Option to its full extent or to the extent specified in the notice and the Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed meeting, issue such number of Shares to the Grantee which falls to be issued on such exercise of the Option credited as fully paid and register the Grantee as holder thereof.

With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of Grantees to exercise their respective Options shall with effect from such termination be restored in full but only upon the extent not already exercised and shall become exercisable as if such compromise or arrangement had not been proposed by the Company.

## **16. EXPIRY OF OPTION**

(1) An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the date of expiry of the Option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs 10, 11, 12, 13 and 14 above;
- (iii) the date on which the scheme of arrangement of the Company referred to in paragraph 14 above becomes effective;
- (iv) subject to paragraph 13 above, the date of commencement of the winding-up of the Company;
- (v) the date on which the Grantee ceases to be an eligible participant by reason of such Grantee's resignation from the employment with the Company or any of the subsidiaries or the termination of his/her employment or contract on any one or more of the grounds that he/she has been guilty of serious misconduct, or has been convicted of any criminal offense involving his/her integrity or honesty, or in relation to an employee of the Group (if so determined by the Board), or has been insolvent, bankrupt or has made compositions with his creditors generally or any other ground as determined by the Board that would warrant the termination of his/her employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Group. A resolution of the Board or the board of the relevant subsidiary to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or
- (vi) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of paragraph (i) above or the Options are canceled in accordance with paragraph 19 below.

- (2) Save as provided above in paragraph 17, no Options or shares issued upon the exercise of any Options under the Scheme are subject to any clawback mechanism.

## **17. EFFECT OF ALTERNATION TO CAPITAL**

In the event of any alteration in the capital structure of the Company whilst any Option may become or remains exercisable, whether by way of capitalization issue, rights issue, consolidation, sub-division or reduction of share capital of the Company, or otherwise howsoever, such corresponding alterations (if any) shall be made in the number of Shares subject to any outstanding Options and/or the subscription price per Share of each outstanding Option as the auditors of the Company or an approved independent financial advisor shall at the request of the Company or any Grantee, certify in writing either generally or as regards any particular Grantee to be in their opinion fair and reasonable, provided that any such alterations shall be made on the basis that a Grantee shall have the same proportion of the equity capital of the Company, rounded to the nearest whole Share, as that to which he/she was entitled to subscribe had he/she exercised all the Options held by him/her immediately before such adjustments and the aggregate exercise price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same as (but shall not be greater than) it was before such event and that no such alterations shall be made if the effect of such alterations would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations. The capacity of the auditors of the Company or the approved independent financial advisor, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in absence of manifest error, be final and conclusive and binding on the Company and the Grantees.

## **18. RANKING OF SHARES**

The Shares to be issued upon the exercise of an Option will not carry voting, dividend or other rights until completion of the registration of the Grantee (or any other person nominated by the Grantee) as the holder thereof. Subject to the aforesaid, Shares to be issued upon the exercise of Options, subject to the provisions of the Articles of Association of the Company, will carry the same right in all respects and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully-paid Shares in issue on the date of issue and rights in respect of any dividend or other distributions paid or made on or after the date of issue. For the avoidance of doubt, Shares issued upon the exercise of an Option shall not be entitled to any rights attaching to Shares by reference to a record date preceding the date of issuance.

## **19. ALTERATION OF THIS SCHEME**

- (1) The Scheme may be altered in any respect by resolution of the Board except that:
- (i) any change to the terms of Options granted to a Grantee must be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) (except any changes which take effect automatically under the terms of the Scheme); and
  - (ii) any alterations to the terms and conditions of the Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the eligible participants or any change to the authority of the Directors or the administrators of the Scheme to alter the terms of the Scheme must be approved by the Shareholders in general meeting.

- (2) The amended terms of the Scheme shall still comply with Chapter 17 of the Listing Rules.

## **20. CANCELLATION**

- (1) The Board may at its sole discretion cancel any lapsed Options which are not exercisable without the relevant Grantee's agreement.
- (2) Where the Company cancels any Options granted to a Grantee and makes a new grant (whether under the Scheme or any other share scheme(s)) to the same Grantee, such new grant may only be made within the available Scheme Limit approved by the Shareholders. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Limit. For the avoidance of doubt, to the extent that the Offer to grant an Option is being declined or deemed to be declined, the relevant Options will not be regarded as utilized for the purpose of calculating the Scheme Limit.

## **21. TERMINATION**

The Company may by resolution in general meeting or the Board at any time terminate the Scheme and in such event no further Option shall be offered but the provisions of the Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior thereto or otherwise as may be required in accordance with the provisions of the Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Scheme.

## **22. MISCELLANEOUS**

- (1) The Company shall bear the costs of establishing and administering this Scheme.
- (2) The Scheme shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company directly or indirectly or, other than in relation to the rights attached to the Options themselves, give rise to any cause of action at law or in equity against the Company.
- (3) The Company shall disclose details of the Scheme in the annual reports and interim reports including the number of Options, the date on which the Offer of any grant is made, exercise price, exercise period, vesting period and other information as prescribed under the Listing Rules from time to time during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.
- (4) A Grantee shall be entitled to receive for information only copies of all notices and other documents sent by the Company to holders of Shares generally, other than notices and documents which are uploaded to the website of the Stock Exchange and/or the Company.
- (5) Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong for the time being and, in the case of the Grantee, his address in Hong Kong as notified to the Company from time to time.
- (6) Any notice or other communication served by post:-
  - (i) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and



- (ii) by the Grantee shall not be deemed to have been received until the same was received by the Company which shall notify such Grantee of its receipt of such notice or communication.
- (7) Any notice or other communication served by either party by hand shall be deemed to be served when delivered.
- (8) Any notice or other communication between the Company and a Grantee may be given by sending the same by email to, in the case of the Company, the company secretary of the Company and, in the case of a Grantee who is an employee of the Company or any Subsidiary, his office email address and in the case of any other Grantee, his email address as notified to the Company from time to time. Any notice or other communication served by email shall be deemed to be served when delivered.
- (9) A Grantee shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of his Option. A Grantee shall pay all tax and discharge all other liabilities to which he may become subject to as a result of the participation in this Scheme or the exercise of any Option. The Company shall not be responsible for any failure by a Grantee to obtain any such consent or for any tax or other liability to which a Grantee may become subject as a result of his participation in this Scheme. A Grantee shall, on demand, indemnify the Company fully against all claims and demands which may be made against the Company (whether alone or jointly with other party or parties) for or in respect of or in connection with any failure on the part of the Grantee to obtain any necessary consent referred to above or to pay tax or other liabilities referred to hereinabove and against all incidental costs and expenses which may be incurred or spent by the Company.
- (10) The Board shall have the power from time to time to make or vary regulations for the administration and operation of this Scheme, provided that the same are not inconsistent with the other provisions of this Scheme.
- (11) This Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any employee or director and the rights and obligations of any employee or director under the terms of his office or employment shall not be affected by his participation in this Scheme or any right which he may have to participate in it and this Scheme shall afford such an employee or director no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.
- (12) No Grantee shall enjoy any of the rights of a shareholder by virtue of the grant of an Option pursuant to this Scheme, unless and until Shares are actually issued to the Grantee pursuant to exercise of such Option.
- (13) This Scheme and all Options granted hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

- End of Scheme -